



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 21, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO THE COUNTY ORDINANCE GOVERNING SHERIFF'S
DEPARTMENT AUTHORITY FOR ENTERING INTO
SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENTS
AND NEW STANDARD AGREEMENT
(3 VOTES) (ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached amendment to the Los Angeles County Code amending Section 2.34.170, Part A, to authorize a Deputy Sheriff of at least the rank of Chief to enter into an agreement for supplemental law enforcement services with private entities. Previous authorization was only extended to the Sheriff, the Undersheriff, or in their absence, an Assistant Sheriff. The amendment also makes minor changes to conform to the recent amendments to the authorizing California Government Code Section and to reflect the renumbered section.
2. Approve the new standard agreement to be utilized by the Sheriff's Department for all supplemental law enforcement service agreements with private entities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A. Change in Authority to Enter Into Agreement

The Sheriff's Department is requested to provide supplemental law enforcement services in excess of 1,200 occurrences per year. Most of these requests come

A Tradition of Service

from the movie industry and private citizens in the form of private entity agreements. To provide this service, the Department enters into an agreement with the requestor. This agreement was previously approved by this Board in 1982 (Ord. 82-0261U § 1, 1982). All the agreements are the same, with the exception of the name of the requestor and the date, which are handwritten in the blank lines in the agreement. Currently, as required by Los Angeles County Ordinance Section 2.34.170, Part A, each of these pre-approved agreements must be signed by the Sheriff, the Undersheriff, or in their absence, an Assistant Sheriff. Due to the large number of agreements processed by the Department and the fact that the standard agreement has been previously approved by the Board, the Department is requesting that Los Angeles County Ordinance Section 2.34.170, Part A, be amended to allow a Deputy Sheriff of at least the rank of Chief be authorized to sign these agreements. This would expedite the approval process and facilitate timely revenue collection.

Also, since this standard agreement has been previously approved by the Board, there is no risk that different or disadvantageous terms and conditions could be inserted in the contract without the approval of the Board.

B. Conforming to Amendments to the Government Code

The amendment also seeks to change the section number of the California Government Code referred to in Los Angeles County Ordinance Section 2.34.170 from 26228 to 53069.8 in order to reflect the new section number. In order to reflect and be consistent with changes to the California Government Code Section 53069.8 which became effective January 1, 2003, the amendment also makes changes regarding the provision of ongoing supplemental law enforcement services.

C. Standard Agreement

The standard agreement with private entities for supplemental law enforcement service has been revised to reflect changes to 53069.8 of the California Government Code. The agreement has additionally been modified to make provisions for pre-payment by private entities at the Sheriff's Department's discretion.

Implementation of Strategic Plan Goals

This agreement relates to the Strategic Goal of Organizational Effectiveness. The amendment to Section 2.34.170 of the Los Angeles County Ordinance will allow the Sheriff's Department to improve its internal processes for supplemental law enforcement service agreements with private entities and facilitate timely revenue collection.

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FISCAL IMPACT/FINANCING

None.

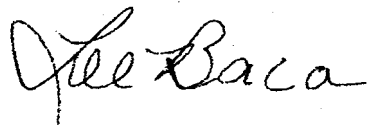
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment to Section 2.34.170 of the Los Angeles County Ordinance and new standard agreement have been reviewed and approved by County Counsel.

CONCLUSION

We request that upon approval of the amended ordinance, two copies be returned to the Sheriff's Department's Contract Law Enforcement Bureau.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" and last name "Baca" clearly distinguishable.

LEROY D. BACA
SHERIFF

1 **AGREEMENT TO PROVIDE SUPPLEMENTAL**
2 **LAW ENFORCEMENT SERVICES**
3

4 THIS AGREEMENT, is made and entered into on the date executed by the
5 authorized representative of the County of Los Angeles below, by and between the
6 COUNTY OF LOS ANGELES, hereinafter referred to as "County", and _____
7 _____, hereinafter referred to as "Contractor":
8

9 **WITNESSETH**

10 WHEREAS, Los Angeles County is empowered by law to provide for safety,
11 security and order in the County of Los Angeles; and

12 WHEREAS, there are special or private entity events or occurrences that happen
13 on an occasional basis within the County which attract a high level of public interest and
14 large numbers of individuals, with attendant traffic and law enforcement problems which
15 warrant supplemental services to preserve safety, security and order; and

16 WHEREAS, there is a need to provide supplemental law enforcement services to
17 private non-profit corporations that are recipients of federal, state, county, or local
18 government low-income housing funds or grants to preserve the peace on an ongoing
19 basis due to attendant law enforcement problems; and

20 WHEREAS, there is a need to provide supplemental law enforcement services to
21 private entities at critical facilities to preserve the peace on an occasional or ongoing
22 basis for the safety of the public due to the potential risks to public safety at these
23 locations; and

24 WHEREAS, Contractor is desirous of contracting with the County for necessary
25 and additional law enforcement services and assistance in providing for the safety,
26 security and order at such events or occurrences; and

27 WHEREAS, the County is agreeable to rendering such supplemental law
28 enforcement services through the County Sheriff's Department; and

29 WHEREAS, Section 53069.8 of the Government Code provides that the Board

1 of Supervisors may contract on behalf of the Sheriff to provide supplemental law
2 enforcement services to private individuals or private entities to preserve the peace at
3 special events or occurrences that happen on an occasional basis, private non-profit
4 corporations that are recipients of federal, state, county, or local government low-
5 income housing funds or grants to preserve the peace on an ongoing basis, and private
6 entities at critical facilities to preserve the peace on an occasional or ongoing basis; and

7 WHEREAS, Section 2.34.170 of the Los Angeles County Code authorizes the
8 Sheriff and designated Sheriff's personnel to enter, on behalf of the County, into
9 contracts of the nature contemplated herein.

10
11 NOW, THEREFORE, in consideration of the promises and mutual covenants
12 and conditions stated below, the respective parties agree as follows:

13 1. This Agreement is for the purpose of providing supplemental law
14 enforcement services to preserve the peace at special or private entity events or
15 occurrences that happen on an occasional basis; at private non-profit corporations that
16 are recipients of federal, state, county, or local government low-income housing funds
17 or grants on an ongoing basis; and private entities at critical facilities on an occasional
18 or ongoing basis. Said services shall be rendered by regularly appointed full-time
19 peace officers as defined in Section 830.1 of the Penal Code. Such services shall
20 encompass only law enforcement duties and shall not encompass services authorized
21 to be provided by private patrol operators, as defined in Section 7521 of the Business
22 and Professions Code. The services provided pursuant to this Agreement shall not
23 reduce the normal and regular ongoing service that the County would otherwise provide
24 if the County did not enter into this Agreement for supplemental law enforcement
25 services.

26 2. Notwithstanding any other provision of this Agreement, the Sheriff may
27 forthwith cancel the providing of services under this Agreement if he concludes that he
28 has insufficient available personnel to provide the services required by this Agreement
29 and to perform his other duties as required by law. In the event of such a circumstance

1 the Sheriff will provide at least ten days notice of his inability unless circumstances
2 preclude him, as a practical matter, from giving at least ten days notice, in which event
3 the Sheriff shall provide such notice of less than ten days as is feasible and practical
4 under the circumstances.

5 3. This Agreement contemplates that the services may be provided on one or
6 more dates during the term of this Agreement. The specific services to be provided
7 shall be set forth in an Operations Plan and Supplemental Operations Plans for each
8 event or occurrence, to be signed by the parties and affixed to this Agreement, entitled
9 "Exhibit A.". The Operations Plan and Supplemental Operations Plans shall describe
10 the event, its location, the date thereof, a general description of the services to be
11 provided, and the estimated number of personnel to be provided. Except as to any
12 event for which there is an Operations Plan in existence and attached to this
13 Agreement at the time of its execution, requests for services under this Agreement shall
14 be initiated by a written letter from the Contractor to the Sheriff setting forth the event,
15 the date and location thereof, and the general services to be provided. Upon receipt of
16 the letter, the parties shall develop and attach to this Agreement the Operations Plan or
17 Supplemental Operations Plans for such event.

18 4. The services provided under this Agreement shall only encompass duties
19 and functions customarily rendered by the Sheriff of the County of Los Angeles under
20 the Charter of the County, the statutes and laws of the State of California, and the
21 policies and procedures of the Sheriff of the County of Los Angeles.

22 5. The rendition of the services, the rank of personnel provided, the selection
23 and discipline of the Sheriff's deputies provided, the supervision, equipment,
24 communications, supplies, and other matters incident to the performance of such
25 services, and the control of such personnel shall remain with the Sheriff of the County
26 of Los Angeles or his authorized representatives. In the event of any dispute between
27 the parties as to the extent of the duties and functions to be rendered hereunder, or the
28 level or extent of service, or manner of performance of such services, the determination
29 thereof made by the Sheriff of the County of Los Angeles or his authorized

representatives shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

6. In consideration of the rendition of the services to be performed by the County for the Contractor under this Agreement, the Contractor shall pay the County for said services according to the appropriate and prevailing billing rates as determined by the Sheriff's Department and the Auditor-Controller for the current fiscal year. Current rates are reflected in the attached addendum labeled "Exhibit B."

The applicable hourly rates include workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.

0 The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted to reflect changes in salary, workers' compensation and administrative overhead costs, as adopted by the Board of Supervisors. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors concerning the determination of said hourly rates.

7. At the County's discretion, the Contractor shall pay the County a deposit for the estimated cost of providing the service. The County shall determine the estimated cost based on the contractor's written request and provide the Contractor with the estimated cost on a Pre-Payment Summary. The Contractor shall make payment by check or money order to the County no later than two calendar days (48 hours) prior to commencement of services.

8. If the desired service is canceled, the Contractor shall provide notice of cancellation at least twenty-four hours prior to the scheduled commencement of
24 services. If the Contractor fails to give at least twenty-four hours notice, the Contractor
shall pay the County an amount equal to the charge that would apply for four-hours of
26 labor for the personnel scheduled to work at the commencement of services. This
amount shall be liquidated damages.

28 9. The County shall render to the Contractor a summarized invoice which
29 details all personnel, equipment, supplies, transportation and other costs for services

1 performed under this Agreement, and the Contractor shall pay County within thirty (30)
2 days after date of said invoice. If pre-payment was required and there were costs
3 above and beyond estimated costs, the Contractor shall pay County the difference
4 therefore within thirty (30) days after date of said invoice. If pre-payment was required
5 and the total cost of services rendered is less than the deposit paid by the Contractor,
6 the County shall reimburse the Contractor for the difference.

7 Payment for services shall be made by check or money order payable to c/o Los
8 Angeles County Sheriff's Department, Post Office Box 512816, Los Angeles, California
9 90051-0816.

10 If such payment is not delivered to the County office which is described on said
11 invoice within thirty (30) days after the date of the invoice, the County is entitled to
12 recover interest thereon. Said interest shall be at the rate of ten percent (10%) per
13 annum and shall commence thirty (30) days after the date of the invoice and continue
14 until such time as the payment is delivered to the County office described on said
15 invoice. After ninety (90) days, invoices deemed uncollectible shall be forwarded to the
16 Referral Section of the Los Angeles County Treasurer-Tax Collector for appropriate
17 action.

18 10. Both parties hereto in the performance of this Agreement shall act as
19 independent contractors and not as agents, employees, partners, joint venturers, or
20 associates of one another. All persons employed in the performance of the services
21 provided under this Agreement shall be County employees. The Contractor shall not
22 assume any liability for the direct payment of any salaries, wages, retirement benefits,
23 workers' compensation insurance, or other compensation to any County personnel
24 performing services hereunder or any liability other than provided for in this Agreement.

25 11. Neither party hereto shall be liable for any damages proximately resulting
26 from the negligent or wrongful acts or omission of the other party's employees or agents
27 in the performance of this Agreement; and each party shall indemnify, defend, and save
28 harmless the other party from any such damage or liability. If liability is imposed
29 pursuant to Section 830,

et seq., of the Government Code, by reason of a dangerous condition of property of the Contractor, the Contractor shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the Contractor's property and any negligent or wrongful act or omission of the Contractor's officers, agents and employees, in any way connected with such condition of the Contractor's property.

12. This Agreement shall become effective as of the date of execution by the authorized representative of the County and unless sooner terminated as provided for herein, shall continue in full force and effect for a period of three (3) years from the date of execution of this Agreement. Any party who is not in default hereunder may terminate this Agreement by giving thirty (30) days written notice to the other party. The parties may terminate this Agreement at any time in writing by mutual agreement.

13. The Contractor and County designate the following persons to act on their behalf with regard to this Agreement consistent with its terms and conditions and designate the following addresses for giving all notices.

CONTRACTOR

COUNTY

City or Firm: _____

Station: _____

Designee: _____

Designee: _____

Title: _____

Rank: _____

Address: _____

Address: _____

City/State: _____

City/State: _____

ZIP Code: _____

ZIP Code: _____

Phone #: _____

Phone #: _____

Driver's License #: _____

1 The parties may change the name of such person or the address of notice by
2 giving thirty (30) days' written notice.

3 14. This writing embodies the whole of this Agreement. There are no oral or
4 other agreements between the parties other than those expressed herein. No addition
5 or variation of the terms of this Agreement shall be valid unless made in writing and
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1 IN WITNESS WHEREOF, the parties by their duly authorized officers, have

2
3
4 COUNTY OF LOS ANGELES

5
6 _____ Signature _____

7 Printed Name _____

8
9 CONTRACTOR

10
11 _____ Signature _____

12 Printed Name _____

13
14
15
16 LLOYD W. PELLMAN, COUNTY COUNSEL